



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Church Street Mistletoe Trimming and Tree Removal with Berndt Tree Service, of Lodi (\$42,500)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2012 Church Street mistletoe trimming and tree removal with Berndt Tree Service, of Lodi, in the amount of \$42,500.

**BACKGROUND INFORMATION:** This project, originally part of the Fiscal Year 2012/13 tree maintenance project, provides for the removal of mistletoe and structural pruning of up to 150 trees and the removal of 45 dead/dying trees on Church Street between Lodi Avenue and Kettleman Lane. An objective of this contract is to improve the health of our urban forest and reduce costs associated with this effort.

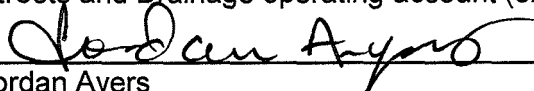
Mistletoe is a parasitic plant that grows in several different species of trees. The trees located on Church Street are heavily infested. While trees can tolerate mistletoe infestations, heavy mistletoe infestations can weaken and kill the host tree. The best time for mistletoe removal is when the trees have few leaves. Therefore, the bulk of this work will be scheduled in the fall. The tree removals will proceed as soon as the contract is executed. All trees removed will have new trees replanted in the same locations by City staff.

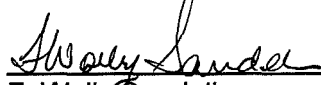
Specifications for the FY 2012/13 tree maintenance project were approved on April 18, 2012. As noted in the staff report for the award of that project on June 20, 2012, the mistletoe work was removed from the main contract and bid separately. The City received the following five bids for this project on July 25, 2012. The Engineer's estimate for the work was \$45,000.

Bidder	Location	Bid
Berndt Tree Services	Lodi	\$42,500.00
West Coast Arborist	Anaheim	\$45,000.00
A-Plus Tree Service	Vallejo	\$58,230.60
Acampo Tree Service	Acampo	\$65,000.00
Rumble Tree & Turf	Modesto	\$84,000.00

**FISCAL IMPACT:** Tree maintenance improves tree health, which will reduce the number of emergency calls and City liability for damage by falling trees.

**FUNDING AVAILABLE:** Streets and Drainage operating account (3215036): \$42,500


  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
cc: Deputy Public Works Director - Utilities

Compliance Engineer

APPROVED:

  
Konradt Bartlam, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and **BERNDT TREE SERVICE** herein called "**Contractor**."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bond

The July 1992 Edition Standard  
Specifications, State of California  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-100, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for the removal of 45 trees, as marked in the field, and the eradication of mistletoe in up to 150 trees located on Church Street, between Lodi Avenue and Kettleman Lane. Mistletoe eradication includes the removal of the mistletoe haustoria and structural pruning of the tree according to the requirements of these specifications. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.

DESCRIPTION	UNIT	UNIT COST	EST. QTY	TOTAL COST
Removal of 45 Dead/Dying Trees	LUMP SUM	\$27,300.00	1	\$27,300.00
Eradication of Mistletoe/ Structural Pruning (up to 150 trees)	LUMP SUM	\$15,200.00	1	\$15,200.00
<b>Total</b>				<b>\$42,500.00</b>

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

	<u>Number of Trees</u>	<u>Working Days</u>
Mistletoe Removal/Structural pruning	150	30
Tree Removal	45	15

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager

Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2012-137

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR 2012 CHURCH STREET  
MISTLETOE TRIMMING AND TREE REMOVAL

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 25, 2012, at 11:00 a.m., for the 2012 Church Street Mistletoe Trimming and Tree Removal, described in the specifications therefore approved by the City Council on April 18, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Berndt Tree Services	\$42,500.00
West Coast Arborist	\$45,000.00
A-Plus Tree Service	\$58,230.60
Acampo Tree Service	\$65,000.00
Rumble Tree & Turf	\$84,000.00

WHEREAS, staff recommends awarding the contract for the 2012 Church Street Mistletoe Trimming and Tree Removal to the low bidder, Berndt Tree Services, of Lodi, California, in the amount of \$42,500.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2012 Church Street Mistletoe Trimming and Tree Removal to the low bidder, Berndt Tree Services, of Lodi, California, in the amount of \$42,500; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: August 15, 2012

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I hereby certify that Resolution No. 2012-137 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None

  
RANDI JOHL  
City Clerk